

Texas Representative Roberto R. Alonzo's

Capitol Report

***Understanding Renter Rights and Responsibilities in Texas****

The relationship between Texas landlords and their tenants is governed by several statutes, particularly Chapter 92 of the Texas Property Code, and by various court rulings. However, the most important source of information about your relationship with your landlord is your rental agreement, whether it is written or oral. Some landlords prefer oral agreements, but it is more common for them to require your signature on a written lease. Be sure to read the lease carefully before you sign it.

If you want to change a part of the lease, discuss it with the landlord. If the landlord agrees, the two of you should decide how you want to word the change, and then write it into the agreement. Both you and the landlord should then initial the change. For example, many standard leases prohibit pets, but your landlord may be willing to accept a pet if you put down extra money as security.

Renter Rights

Once renters have signed their lease, moved in and unpacked, they can expect to enjoy certain rights which include the following.

Peace and Quiet

Your rights as a tenant include the right to "quiet enjoyment," as it is called in the law. This means the landlord cannot evict you without cause or otherwise disturb your right to live in peace and quiet. If other tenants in your building are disturbing you, you should complain to the landlord. The landlord has a duty to see that you are protected from other tenant's wrongful behavior. Of course, you may not disturb other tenants, either. Except under certain circumstances and subject to certain conditions, a landlord may not interrupt utilities to a tenant unless the interruption results from bona fide repairs, construction, or an emergency.

Health and Safety

You have a right to demand that the landlord repair any condition that materially affects your health and safety. Under Texas law, by renting you the property, the landlord guarantees that the unit will be a fit place to live.

SB 1448 (81st Regular Session), effective January 1, 2010, now grants justices of the peace authority to order landlords to repair or remedy conditions affecting a tenant's health and safety, as long as the cost of the repair does not exceed \$10,000. Tenants can go to justice court without an attorney to obtain a repair order.

Under certain conditions, you and the landlord may have a written agreement that you will make needed repairs. The landlord does not have a duty to pay for or make repairs if you or your guests cause an unsafe or unhealthy condition through negligence, carelessness, abuse or accident—unless the condition resulted from "normal wear and tear." Also, the landlord must provide smoke detectors. You may not waive that provision, and you may not disconnect or disable the smoke detector.

Locks & Security

Although there are some specific exceptions, under Texas law, a dwelling must be equipped with security devices such as window latches, keyed dead bolts on exterior doors, sliding door pin locks and sliding door handle latches or sliding door security bars, and door viewers. These devices must be installed at the landlord's expense. If such devices are missing or are defective, you have the right to request their installation or repair.

Recovering Your Deposit

Most landlords require you to pay a security deposit to cover any repairs needed when you move out or to cover your failure to pay the last month's rent. By law, landlords cannot refuse to return the deposit without a valid reason.

*These are not by all means, all the renter rights by law. For a more complete list, you may want to visit the site at the Office of the Attorney General at <https://www.texasattorneygeneral.gov/consumer/tenants.shtml>